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ORIGINAL

BEFORE THE ARIZONA CORPORATION COMMISSION

39C

COMMISSIONERS

JEFF HATCH-MILLER, CHAIRMAN

WILLIAM A. MUNDELL

MIKE GLEASON

KRISTIN K. MAYES

BARRY WONG

2006 OCT -5 P 3:38

AZ CORP COMMISSION
DOCUMENT CONTROL

IN THE MATTER OF THE APPLICATION
OF DONEY PARK WATER TARIFF
FILING TO AMEND THEIR CROSS-
CONNECTION TARIFF TO REFLECT
STATUTORY CHANGES, PROVIDE
CLARIFICATION AND TO ESTABLISH
AN OPTIONAL DPW PROGRAM TO
SUPPLY BACKFLOW ASSEMBLIES AND
TESTING.

DOCKET NO. W-01416A-06-0323

NOTICE OF FILING CORRECTED
CROSS-CONNECTION TARIFF

On May 9, 2006, Doney Park Water ("DPW") filed an Amended Cross-Connection Tariff which went into effect on June 9, 2006. On or about June 13, 2006, this docket was administratively closed. Since that time, DPW discovered that the Amended Cross-Connection Tariff inadvertently omitted a paragraph of its original Cross-Connection Tariff dealing with the customer's obligation to annually provide an inspection checklist and affidavit relating to the customer's plumbing and potential backflow hazards. This filing is made to re-insert the omitted paragraph as paragraph 7. Attached is a copy of the corrected Cross-Connection Tariff with paragraph 7 underlined (to show the change) and a clean copy of the corrected Cross-Connection Tariff. Unless otherwise suspended by the Commission, this corrected Cross- Connection Tariff will become effective November 5, 2006.

Arizona Corporation Commission

DOCKETED

OCT 05 2006

DOCKETED BY

1 DATED this 5th day of October, 2006.

2 CURTIS, GOODWIN, SULLIVAN,
3 UDALL & SCHWAB, P.L.C.

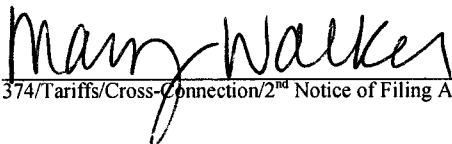
4 

5 William P. Sullivan
6 Nancy Mangone
7 2712 North 7th Street
8 Phoenix, Arizona 85006-1003
9 Attorneys for Doney Park Water

10
11
12 PROOF OF AND CERTIFICATE OF MAILING

13 I hereby certify that on this 5th day of October, 2006, I caused the foregoing
14 document to be served on the Arizona Corporation Commission by delivering the original and
15 thirteen (13) copies of the above to:

16 Docket Control
17 Arizona Corporation Commission
18 1200 West Washington
19 Phoenix, Arizona 85007

20 

21 374/Tariffs/Cross-Connection/2nd Notice of Filing Amended Tariff

TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO.: 13

DOCKET NO.: W-01416A-06-0323

REPLACES SHEET NO.: n/a

PHONE: (928) 526-2600

DECISION NO.: n/a

EFFECTIVE: June 9, 2006

CROSS-CONNECTION CONTROL (Showing Changes)

No. 13

PURPOSE:

To protect the public water supply throughout Company's water systems from the possibility of contamination caused by backflow through unprotected cross-connections by requiring the installation and periodic testing of backflow-prevention assemblies pursuant to the provisions of the Arizona Administrative Code ("A.A.C.") R14-2-405.B.6 and A.A.C. R18-4-115.

INSPECTIONS:

The member/customer shall cooperate fully with Company in its efforts to investigate and determine the degree of potential health hazard to the public water supply which may result from conditions existing on the member/customer's premises.

REQUIREMENTS:

In compliance with the Rules and Regulations of the Arizona Corporation Commission and the Arizona Department of Environmental Quality, specifically A.A.C. R14-2-405.B.6 and A.A.C. R18-4-115 relating to backflow prevention:

1. Company may require a member/customer to pay for and install, maintain, test and repair a backflow-prevention assembly if A.A.C. R18-4-115.B or C applies.
2. A backflow-prevention assembly required to be installed by the member/customer under this Tariff shall comply with the requirements set forth in A.A.C. R18-4-115.D and E.
3. Subject to the provisions of A.A.C. R14-2-407 and 410, and in accordance with Sections 1 and 7 of this Tariff, the Company may terminate service or may deny service to a member/customer who fails to install or test a backflow-prevention assembly as required by this Tariff.
4. Company shall give any existing member/customer who is required to install and/or test a backflow-prevention assembly written notice of said requirement. If A.A.C. R14-2-410.B.1.a. is not applicable, the member/customer shall be given thirty (30) days from the time such written notice is received in which to comply with this notice. If the member/customer can show good cause as to why he cannot install the device within thirty

TARIFF SCHEDULE

UTILITY: Doney Park Water

DOCKET NO.: W-01416A-06-0323

PHONE: (928) 526-2600

TARIFF SHEET NO.: 13b

REPLACES SHEET NO.: n/a

DECISION NO.: n/a

EFFECTIVE: June 9, 2006

CROSS-CONNECTION CONTROL

(Showing Changes)

No. 13 (Cont.)

(30) days, Company or the Arizona Corporation Commission Staff may grant additional time for this requirement.

5. Testing shall be in conformance with the requirements of A.A.C. R18-4-115.F. Company shall not require an unreasonable number of tests, although each backflow-prevention device must be tested at least once per year. The member/customer shall pay to have the backflow-prevention assembly tested as long as Company does not require an unreasonable number of tests. Member/customer may request and Company may secure testing for the member/customer in accordance with Section 8.b. of this Tariff.

6. If the backflow-prevention assembly is installed and/or tested by someone other than Company, the member/customer shall provide Company with records of installation and testing. For each backflow-prevention assembly, these records shall include:

- a. assembly identification number and description;
- b. location;
- c. date(s) of test(s);
- d. description of repairs and recommendation for repairs made by tester; and
- e. tester's name and certificate number.

If the Company installs and/or tests the backflow-prevention assembly, the Company shall be responsible for providing the necessary records related to the Company supplied action.

7. Customers shall annually provide Company an inspection checklist and affidavit relating to the customer's plumbing and potential backflow hazards.

DISCONTINUANCE OF SERVICE:

8. In accordance with A.A.C. R14-2-407 and 410 and provisions of this Tariff, Company may terminate service or deny service to a member/customer who fails to install and/or test a backflow-prevention assembly as required by this Tariff.

- a. In the event the backflow-prevention assembly has not been installed, does not function properly or fails any test and an obvious hazard as contemplated under A.A.C. R14-2-410.B.1.a. exists, Company may terminate service immediately and without notice. The backflow-prevention assembly shall be

TARIFF SCHEDULE

<u>UTILITY: Doney Park Water</u>	<u>TARIFF SHEET NO.: 13c</u>
<u>DOCKET NO.: W-01416A-06-0323</u>	<u>REPLACES SHEET NO.: n/a</u>
<u>PHONE: (928) 526-2600</u>	<u>DECISION NO.: n/a</u>
	<u>EFFECTIVE: June 9, 2006</u>

CROSS-CONNECTION CONTROL (Showing Changes)

No. 13 (Cont.)

installed, repaired or replaced by the member/customer and retested before service is restored.

- b. In the event the backflow-prevention assembly has not been installed, does not function properly, fails any test or in the event that a member/customer fails to comply with testing requirements and A.A.C. R14-2-410.B.1.a. is **not** applicable, the backflow-prevention assembly shall be installed, repaired or replaced by the member/customer and retested within fourteen (14) days of the initial discovery of the deficiency in the assembly or its function. Failure to remedy the deficiency or dysfunction of the assembly, or failure to retest shall be grounds for termination of water utility service in accordance with A.A.C. R14-2-410.
- c. The failure of the member/customer to annually provide Company with the information required by Section 6 of this Tariff indicating that the backflow-prevention assembly is functioning properly shall be grounds for termination of water utility service in accordance with A.A.C. R14-2-410.

COMPANY SUPPLIED BACKFLOW ASSEMBLIES AND TESTING

9. Company as a convenience to its member/customers may, in accordance with this Tariff and on a non-discriminatory basis, offer to:

- a. Provide and install, at Company's cost, double check backflow-prevention assemblies at properties that have, or are zoned to permit, horses and other livestock. Company may set a maximum number of backflow-prevention devices the Company will supply during a year and minimum criteria that must be met to qualify for a Company supplied backflow-prevention assemblies. Installation of Company supplied backflow-prevention assemblies by Company shall be subject to the availability of Company staff, as determined by Company. Member/customers shall make a written request for Company provided backflow-prevention assemblies on a form provided by Company.
- b. Secure the testing of backflow-prevention assemblies on the member/customer's behalf and to include the cost thereof on

TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO.: 13d

DOCKET NO.: W-01416A-06-0323

REPLACES SHEET NO.: n/a

PHONE: (928) 526-2600

DECISION NO.: n/a

EFFECTIVE: June 9, 2006

CROSS-CONNECTION CONTROL

(Showing Changes)

No. 13 (Cont.)

member/customer's water bill. If the Company elects to secure testing on the member/customer's behalf, a cutoff date shall be set when the customer/member files with the Company a written request for a Company secured test. Failure of the Company to receive a written request from the member/customer on or before the date set by Company, shall be deemed a rejection of the offer by the member/customer. If the member/customer does not accept the offer, the member/customer must have the backflow-prevention device tested on their own and comply with sections 5 and 6 of this Tariff or their water service will be subject to termination in accordance with section 7 of this Tariff.

10. If the member/customer has requested the Company provide, install and/or test a backflow-prevention assembly in accordance with this Tariff:

- a. The member/customer shall provide safe and clear access to the backflow-prevention assembly location for installation and/or testing by the Company. If the technician cannot access the backflow-prevention device for installation and/or testing, the member/customer will be required to have the device installed and/or tested on his or her own. The member/customer will still be required to pay for the test that was attempted by Company.
- b. The member/customer shall not be relieved of their obligation to install, test, maintain and repair a backflow-prevention assembly, except that: i) any backflow-prevention assembly installed by Company shall be deemed to meet the requirements of A.A.C. R18-4-115.D and E and to be functioning at the time of installation and ii) any test conducted by Company and paid for by the member/customer shall be deemed to comply with the requirements of A.A.C. R18-4-115.F.
- c. Failure to provide safe and clear access for installation or testing or to pay for a Company secured test shall be deemed a failure to install or test a required backflow-prevention assembly and be grounds for termination of water utility service in accordance with section 7 of this Tariff.

TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO.: 13

DOCKET NO.: W-01416A-06-0323

REPLACES SHEET NO.: n/a

PHONE: (928) 526-2600

DECISION NO.: n/a

EFFECTIVE: June 9, 2006

CROSS-CONNECTION CONTROL

No. 13

PURPOSE:

To protect the public water supply throughout Company's water systems from the possibility of contamination caused by backflow through unprotected cross-connections by requiring the installation and periodic testing of backflow-prevention assemblies pursuant to the provisions of the Arizona Administrative Code ("A.A.C.") R14-2-405.B.6 and A.A.C. R18-4-115.

INSPECTIONS:

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REQUIREMENTS:

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1. Company may require a member/customer to pay for and install, maintain, test and repair a backflow-prevention assembly if A.A.C. R18-4-115.B or C applies.
2. A backflow-prevention assembly required to be installed by the member/customer under this Tariff shall comply with the requirements set forth in A.A.C. R18-4-115.D and E.
3. Subject to the provisions of A.A.C. R14-2-407 and 410, and in accordance with Sections 1 and 7 of this Tariff, the Company may terminate service or may deny service to a member/customer who fails to install or test a backflow-prevention assembly as required by this Tariff.
4. Company shall give any existing member/customer who is required to install and/or test a backflow-prevention assembly written notice of said requirement. If A.A.C. R14-2-410.B.1.a. is not applicable, the member/customer shall be given thirty (30) days from the time such written notice is received in which to comply with this notice. If the member/customer can show good cause as to why he cannot install the device within thirty

TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO.: 13b

DOCKET NO.: W-01416A-06-0323

REPLACES SHEET NO.: n/a

PHONE: (928) 526-2600

DECISION NO.: n/a

EFFECTIVE: June 9, 2006

CROSS-CONNECTION CONTROL

No. 13 (Cont.)

(30) days, Company or the Arizona Corporation Commission Staff may grant additional time for this requirement.

5. Testing shall be in conformance with the requirements of A.A.C. R18-4-115.F. Company shall not require an unreasonable number of tests, although each backflow-prevention device must be tested at least once per year. The member/customer shall pay to have the backflow-prevention assembly tested as long as Company does not require an unreasonable number of tests. Member/customer may request and Company may secure testing for the member/customer in accordance with Section 8.b. of this Tariff.

6. If the backflow-prevention assembly is installed and/or tested by someone other than Company, the member/customer shall provide Company with records of installation and testing. For each backflow-prevention assembly, these records shall include:

- a. assembly identification number and description;
- b. location;
- c. date(s) of test(s);
- d. description of repairs and recommendation for repairs made by tester; and
- e. tester's name and certificate number.

If the Company installs and/or tests the backflow-prevention assembly, the Company shall be responsible for providing the necessary records related to the Company supplied action.

7. Customers shall annually provide Company an inspection checklist and affidavit relating to the customer's plumbing and potential backflow hazards.

DISCONTINUANCE OF SERVICE:

8. In accordance with A.A.C. R14-2-407 and 410 and provisions of this Tariff, Company may terminate service or deny service to a member/customer who fails to install and/or test a backflow-prevention assembly as required by this Tariff.

- a. In the event the backflow-prevention assembly has not been installed, does not function properly or fails any test and an obvious hazard as contemplated under A.A.C. R14-2-410.B.1.a. exists, Company may terminate service immediately and without notice. The backflow-prevention assembly shall be installed, repaired or replaced by the member/customer and retested before service is restored.

TARIFF SCHEDULE

UTILITY: <u>Doney Park Water</u>	TARIFF SHEET NO.: <u>13c</u>
DOCKET NO.: <u>W-01416A-06-0323</u>	REPLACES SHEET NO.: <u>n/a</u>
PHONE: <u>(928) 526-2600</u>	DECISION NO.: <u>n/a</u>
	EFFECTIVE: <u>June 9, 2006</u>

CROSS-CONNECTION CONTROL

No. 13 (Cont.)

- b. In the event the backflow-prevention assembly has not been installed, does not function properly, fails any test or in the event that a member/customer fails to comply with testing requirements and A.A.C. R14-2-410.B.1.a. is **not** applicable, the backflow-prevention assembly shall be installed, repaired or replaced by the member/customer and retested within fourteen (14) days of the initial discovery of the deficiency in the assembly or its function. Failure to remedy the deficiency or dysfunction of the assembly, or failure to retest shall be grounds for termination of water utility service in accordance with A.A.C. R14-2-410.
- c. The failure of the member/customer to annually provide Company with the information required by Section 6 of this Tariff indicating that the backflow-prevention assembly is functioning properly shall be grounds for termination of water utility service in accordance with A.A.C. R14-2-410.

COMPANY SUPPLIED BACKFLOW ASSEMBLIES AND TESTING

9. Company as a convenience to its member/customers may, in accordance with this Tariff and on a non-discriminatory basis, offer to:

- a. Provide and install, at Company's cost, double check backflow-prevention assemblies at properties that have, or are zoned to permit, horses and other livestock. Company may set a maximum number of backflow-prevention devices the Company will supply during a year and minimum criteria that must be met to qualify for a Company supplied backflow-prevention assemblies. Installation of Company supplied backflow-prevention assemblies by Company shall be subject to the availability of Company staff, as determined by Company. Member/customers shall make a written request for Company provided backflow-prevention assemblies on a form provided by Company.
- b. Secure the testing of backflow-prevention assemblies on the member/customer's behalf and to include the cost thereof on member/customer's water bill. If the Company elects to secure testing on the member/customer's behalf, a cutoff date shall be set when the customer/member files with the Company a written request for a Company secured test. Failure of the Company to receive a written request from the

TARIFF SCHEDULE

UTILITY: <u>Doney Park Water</u>	TARIFF SHEET NO.: <u>13d</u>
DOCKET NO.: <u>W-01416A-06-0323</u>	REPLACES SHEET NO.: <u>n/a</u>
PHONE: <u>(928) 526-2600</u>	DECISION NO.: <u>n/a</u>
	EFFECTIVE: <u>June 9, 2006</u>

CROSS-CONNECTION CONTROL

No. 13 (Cont.)

member/customer on or before the date set by Company, shall be deemed a rejection of the offer by the member/customer. If the member/customer does not accept the offer, the member/customer must have the backflow-prevention device tested on their own and comply with sections 5 and 6 of this Tariff or their water service will be subject to termination in accordance with section 7 of this Tariff.

10. If the member/customer has requested the Company provide, install and/or test a backflow-prevention assembly in accordance with this Tariff:

- a. The member/customer shall provide safe and clear access to the backflow-prevention assembly location for installation and/or testing by the Company. If the technician cannot access the backflow-prevention device for installation and/or testing, the member/customer will be required to have the device installed and/or tested on his or her own. The member/customer will still be required to pay for the test that was attempted by Company.
- b. The member/customer shall not be relieved of their obligation to install, test, maintain and repair a backflow-prevention assembly, except that: i) any backflow-prevention assembly installed by Company shall be deemed to meet the requirements of A.A.C. R18-4-115.D and E and to be functioning at the time of installation and ii) any test conducted by Company and paid for by the member/customer shall be deemed to comply with the requirements of A.A.C. R18-4-115.F.
- c. Failure to provide safe and clear access for installation or testing or to pay for a Company secured test shall be deemed a failure to install or test a required backflow-prevention assembly and be grounds for termination of water utility service in accordance with section 7 of this Tariff.